

AG Contract No. KR96 2178TRN
ADOT ECS File No. JPA 96-141
Project: Traffic Signal
Section: I-19B @ Country Club

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF NOGALES

THIS AGREEMENT is entered into 4 November 1996,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-
954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
CITY OF NOGALES, acting by and through its MAYOR and CITY COUNCIL
(the "City").

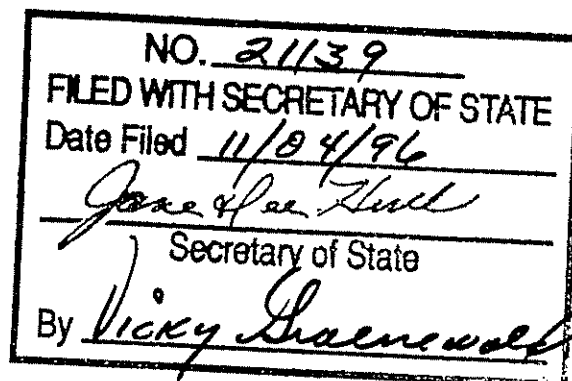
I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The City is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has authorized
the undersigned to execute this agreement on behalf of the City.

3. The State and the City desire to participate in the
design, construction, operation and maintenance of a warranted
traffic signal at the intersection of I-19B at Country Club Road,
at an estimated cost of \$110,000.00, for the safety and benefit
of the motoring public.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:



II. SCOPE OF WORK

1. The City will:

a. Provide to State standards design plans, specifications, studies and such other documents and services required for construction bidding and construction. Incorporate State review comments.

b. Call for bids and award one or more contracts for the construction of the signal. Administer same and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation due to delays or whatever reason.

c. Be responsible for any future communication line costs required for signal progression. Replace in kind any traffic signal material provided by the State to expedite construction of the traffic signal. Upon completion, approve and accept the traffic signal as complete upon behalf of the parties hereto, and provide electric energy to operate the signal.

d. During July 1997, invoice the State in an amount not to exceed \$55,000.00 as the State's share of the cost of the signal construction.

2. The State will:

a. Review the design documents and provide comments.

b. Provide the City such traffic signal material as may be necessary to expedite the construction of the signal. Upon completion and acceptance of the traffic signal by the City, provide maintenance to the signal.

c. On or about 30 July 1997, pay the City \$55,000.00 as the State's share of the cost of the signal construction.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said signal; provided, however, that this agreement, except any provisions herein for maintenance and electrical energy, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

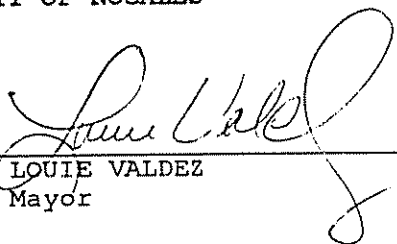
City of Nogales
City Manager
777 N. Grand Avenue
Nogales, AZ 85621

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF NOGALES

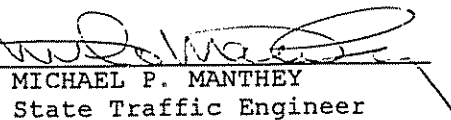
By


LOUIE VALDEZ
Mayor

STATE OF ARIZONA

Department of Transportation

By


MICHAEL P. MANTHEY
State Traffic Engineer

ATTEST


By


MICHAEL C. HEIN
City Clerk

RESOLUTION

BE IT RESOLVED on this 27th day of September 1996, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Nogales for the purpose of defining responsibilities for the design, construction and maintenance of a traffic signal at I-19 B @ Country Club Road in the City.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the State Traffic Engineer for approval and execution.


for LARRY S. BONINE
Director

RESOLUTION NO. 96-10-79

A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF NOGALES, APPROVING AN IGA WITH
THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR
THE INSTALLATION OF A TRAFFIC SIGNAL AT I-19B
AND COUNTRY CLUB ROAD; AND DECLARING AN EMERGENCY.

WHEREAS, it has been necessary and in the best interest of the City of Nogales, to provide with a traffic signal for I-19B @ Country Club,

WHEREAS, the City of Nogales, (City) acting by and through its Mayor and City Council desires to enter into an Intergovernmental Agreement with the State of Arizona, acting by and through its Department of Transportation (State),

WHEREAS, the City is empowered by A.R.S. Section 48-572 to enter into this agreement,

WHEREAS, the State and the city desire to participate in the design, construction, operation and maintenance of a warranted traffic signal at the intersection of I-19B at Country Club road, at an estimated cost of \$110,000.00, for the safety and Benefit of the motoring public,

NOW, THEREFORE, BE IT RESOLVED that the Mayor is authorized to execute any and all documents necessary to effectuate the purpose of the Agreement between the State and the City,

WHEREAS, the preservation of the public peace, health, and safety of the City of Nogales, require that this resolution shall become immediately operative,

AN EMERGENCY IS HEREBY DECLARED TO EXIST, and this resolution is hereby exempted from the referendum provisions of the Charter of the City of Nogales and shall take effect and be in full force from and after its passage and approval.

PASSED AND ADOPTED THIS 9TH DAY OF OCTOBER, 1996.

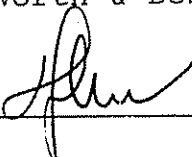
APPROVED THIS 9TH DAY OF OCTOBER, 1996

APPROVAL OF THE NOGALES CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF NOGALES and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 11th day of OCT, 1996.

O'Connor, Cavanagh, Anderson,
Killingsworth & Beshears



City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

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GRANT WOODS
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT DETERMINATION

A.G. Contract No. KR96-2178-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 29th day of October, 1996.

GRANT WOODS

Attorney General

JAMES R. REDPATH

Assistant Attorney General
Transportation Section

JRR:lsr